

subsections are to the corresponding Articles, Sections or subsections of this Bond Indenture, and the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or subsection hereof.

ARTICLE II

THE BONDS

Section 2.1. Authorization of Bonds. The Bonds shall be designated as "Monroe County Industrial Development Authority Industrial Development Revenue Bonds (North Key Largo Utility Corp. Project), Series 2005". The aggregate principal amount of Bonds which may be issued and Outstanding under this Bond Indenture shall not exceed \$2,965,000. This Bond Indenture constitutes a continuing agreement of the Issuer with the Holders from time to time of the Bonds to secure the full payment of the principal of and interest on the Bonds, subject to, and in accordance with, the covenants, provisions and conditions herein contained.

Section 2.2. Terms of Bonds. The Bonds shall be issued only as registered Term Bonds in the denomination of \$100,000 or any integral multiple thereof on original issuance and thereafter shall be in multiples of \$1,000; shall be dated the date of delivery, shall mature on March 1, 2025, subject to Mandatory Amortization Installment redemption on March 1 in the years 2006 to 2025, both inclusive, and shall have such other terms as more particularly set forth in the form of the Bond. The Bonds shall bear interest from the date of delivery, payable on September 1, 2005, and on each March 1 and September 1 thereafter, computed on the basis of a year of 360 days and twelve 30-day months at the Applicable Rate which on any day with respect to which interest on the Bonds is calculated shall be the regular Rate, which, subject to adjustment as specified below or the Taxable Rate, whichever is applicable, as follows:

(a) Regular Rate. Except as otherwise provided herein, the interest rate (the "Regular Rate") shall be 6.00%.

(b) Adjustments to Regular Rate. In the event a Determination of Taxability shall have occurred, the rate of interest on each Bond shall be increase to a "Taxable Rate" which shall equal 150% of the Regular Rate, effective retroactively to the date of the Event of Taxability, and thereafter through the Inclusion Period (the period commencing with the date of the Event of Taxability and ending with the date such Bond ceases to be outstanding). The Trustee shall give notice to each Person who was the Holder of each Bond during the Inclusion Period of the occurrence of a Determination of Taxability and within 90 days thereafter, each Holder or former Holder of each Bond shall be paid the Additional Amount such Holder or former Holder shall be entitled to receive with respect to such Bond. "Additional Amount" means that amount of money payable to a Holder or former Holder of any Bond which shall equal interest accrued at the Taxable Rate throughout that portion of the Inclusion Period during which such person held such Bond, reduced by interest accrued at the Regular Rate which was paid to such Holder or former Holder or to any subsequent Holder of such Bond. Such Additional Amount shall constitute additional interest on the Bonds and shall be payable solely from the sources specified in such Bond and in the Bond Indenture.

In each case, the Applicable Rate shall be rounded to the nearest one-hundredth of one

percent.

Upon the occurrence of an Event of the Default (as defined in the Master Indenture, Bond Indenture, Loan Agreement and Mortgage), interest shall accrue at the following rate (the "Default Rate"):

(1) while the Bonds bear interest at the Taxable Rate, as provided above, a rate which is equal to 200% of the Regular Rate.

(2) while the Bonds bear interest at the Regular Rate as provided above, a rate which is equal to 150% of the Regular Rate.

Notwithstanding the foregoing, the Applicable Rate shall never exceed the maximum interest rate per annum allowed by law.

The principal of the Bonds shall be payable in lawful money of the United States of America at the designated Corporate Trust Office of the Bond Trustee. Payment of the interest on any Bond shall be made to the person whose name appears on the registration books of the Bond Trustee as the Holder thereof as of the close of business on the Record Date for such Interest Payment Date, except as provided below. Interest shall be paid in lawful money of the United States of America by check or draft mailed to each Holder at the address shown on the registration books maintained by the Bond Trustee pursuant to Section 2.07 or, at the option of the Holder of at least \$1,000,000 in aggregate principal amount of the Bonds, by wire transfer to such address as may have been filed with the Bond Trustee for such purpose.

The Bonds shall be numbered in consecutive numerical order from 1 upwards, and each such Bond shall bear interest from the date thereof.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on the Record Date and shall be paid to the person in whose name the Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Bond Trustee, notice of which shall be given to the Holders not less than ten (10) days prior to such Special Record Date.

The Bonds shall be subject to redemption as provided in Article IV.

Section 2.3. Validity of Bonds. The validity of the authorization and issuance of the Bonds is not dependent on and shall not be affected in any way by any proceedings taken by the Issuer or the Bond Trustee with respect to or in connection with the Loan Agreement. The recital contained in the Bonds that the same are issued pursuant to the Act and the Constitution and laws of the State shall be conclusive evidence of their validity and of compliance with the provisions of the law in their issuance.

Section 2.4. Execution of the Bonds. The Bonds shall be executed in the name and on behalf of the Issuer with the manual or facsimile signature of its Chairman and attested by the manual or facsimile signature of its Clerk or Secretary. The Bonds shall then be delivered to the Bond Trustee for authentication by it. In case any of the officers of the Issuer who shall have

signed or attested any of the Bonds shall cease to be such officer before the Bonds, so signed or attested, shall have been authenticated or delivered by the Bond Trustee or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Issuer as though such person who signed and attested the same had continued to be such officer of the Issuer. In addition, any Bond may be signed and attested on behalf of the Issuer by any person who as at the actual date of execution of such Bond, shall be an officer of the Issuer even though, on the nominal date of such Bond, such person was not such officer.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form hereinbefore recited, manually executed by the Bond Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Indenture, and such certificate of the Bond Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Bond Indenture.

Section 2.5. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred upon the registration books required to be kept pursuant to the provisions of Section 2.7, by the person in whose name it is registered, in person or by his attorney duly authorized in writing, upon surrender of such Bond for cancellation at the designated Corporate Trust Office of the Bond Trustee, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Bond Trustee.

Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Bond Trustee shall authenticate and deliver, a new Bond or Bonds of any authorized denomination or denominations of the same maturity and for a like aggregate principal amount. The Bond Trustee shall require the Holder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Bonds may be reissued following transfers to subsequent Holders in denominations smaller than \$100,000 only if the transferer so requests and provides to the Bond Trustee an Opinion of Counsel or other evidence satisfactory to the Bond Trustee that the transferee is an Accredited Investor.

In no event shall any Bond selected by the Bond Trustee for redemption be transferred under this Section.

Section 2.6. Exchange of Bonds. Bonds may be exchanged at the designated Corporate Trust Office of the Bond Trustee for a like aggregate principal amount of Bonds of any authorized denomination or denominations of the same maturity. The Bond Trustee shall require the Holder requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

In no event shall any Bond selected by the Bond Trustee for redemption be exchanged under this Section.

Section 2.7. Bond Register. The Bond Trustee will keep or cause to be kept sufficient books for the registration, transfer and exchange of the Bonds, which shall be open to

inspection by the Issuer and the Borrower during normal business hours; and, upon presentation of any Bonds for such purpose, the Bond Trustee shall, under such reasonable procedures as it may prescribe, register, transfer or exchange, or cause to be registered, transferred or exchanged, such Bonds on such books, as hereinabove provided. The Issuer and the Bond Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Trustee as the absolute Holder of such Bond for the purpose of payment of the principal of or interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purposes of registering transfers with respect to such Bond and for all other purposes whatsoever, and the Issuer and the Bond Trustee shall not be affected by any notice to the contrary.

The Bond Trustee shall pay the principal or Redemption Price of or interest on the Bonds only to or upon the order of the Holders thereof, as shown in the registration books kept by the Bond Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of the principal of or interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the registration books kept by the Bond Trustee, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or interest pursuant to this Bond Indenture.

Section 2.8. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Issuer, at the expense of the Holder of said Bond, shall execute, and the Bond Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Bond Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Bond Trustee shall be canceled by it and delivered to, or upon the Order of, the Issuer. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Trustee and the Issuer, and if such evidence is satisfactory to each of them and indemnity satisfactory to each of them shall be given, then, at the expense of the Holder, the Issuer shall execute and the Bond Trustee shall authenticate and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen; provided that if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Bond Trustee may pay the same without surrender thereof. The Issuer may require payment by the Holder of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses (including fees of counsel) which may be incurred by the Issuer and the Bond Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Issuer, whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be entitled to the benefits of this Bond Indenture with all other Bonds secured by this Bond Indenture.

Section 2.9. Book-Entry Bonds; Securities Depository. The Bonds shall be issued initially in the form of a separate single fully registered Bond for each maturity of the Bonds, which may be typewritten, and shall be registered in the registration books kept by the Bond Trustee in the name of the Nominee as nominee of the Securities Depository.

With respect to Bonds registered in the registration books kept by the Bond Trustee in the name of the Nominee, the Issuer and the Bond Trustee shall have no responsibility or obligation to any Securities Depository Participant or to any Person on behalf of which a Securities Depository Participant holds an interest in the Bonds. Without limiting the foregoing, the Issuer and the Bond Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository, the Nominee, or any Securities Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Securities Depository Participant or any other Person, other than as shown in the registration books kept by the Bond Trustee, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Securities Depository and its Securities Depository Participants of the beneficial interests in the Bonds to be redeemed in the event the Bonds are redeemed in part, or (iv) the payment to any Securities Depository Participant or any other Person, other than a Nominee as shown in the registration books kept by the Bond Trustee, the principal of or Redemption Price of or interest on the Bonds.

Upon delivery by the Securities Depository to the Nominee, the Bond Trustee and the Issuer of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Bond Indenture shall refer to such new nominee of the Securities Depository.

Section 2.10. Transfers Outside Book-Entry System. The Issuer may, with the consent of the Borrower, by written notice, at any time or for any reason, remove the Securities Depository and appoint a successor or successors thereto. In the event that (i) the Securities Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Issuer determines that the Securities Depository will no longer so act, then the Issuer shall discontinue the book-entry system with the Securities Depository. If the Issuer fails to identify another qualified securities depository to replace the Securities Depository, then the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Trustee in the name of the Nominee, but shall be registered in whatever name or names the Holders of such Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 2.5 and Section 2.6 hereof.

Section 2.11. Payments and Notices to the Nominee. Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the representation letter with the Securities Depository or as otherwise instructed in writing by the Securities Depository.